

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE KICKAPOO VALLEY RANCH
SUBDIVISION IN EDWARDS AND KINNEY COUNTY**

This declaration of covenants, conditions, restrictions and easements for KICKAPOO VALLEY RANCH, a 6,174.74 acre tract of land in Edwards and Kinney County, is made and executed by Jay W. Balentine as the "Land Owner" or "Seller".

WITNESSETH

Whereas, the "Land Owner" desires to place certain covenants, conditions, restrictions and easements upon and against the Property in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of the Property. The covenants, conditions, restrictions and easements shall run with the land and be binding on the Purchaser and all persons claiming under them. The Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Edwards and Kinney County, Texas.

1. Ranch Owners Association (herein referred to as ROA): That at such time as SELLER may determine at his sole discretion, the SELLER shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Ranch Owner's Association (ROA). A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including SELLER, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, SELLER shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways, entry way and common area's of the development and collect the maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. It is understood that SELLER, or SELLER'S assigns, shall not be responsible for paying this assessment under any circumstances. In the event a lien has been placed on property to secure the payment of assessments and that property is repossessed or otherwise transferred to SELLER it is understood that all such liens will be released.

Notwithstanding, the Land Owner shall not be required to pay a Maintenance Charge to the Association on any tracts not sold.

2. **Ranch Owner Dues:** PURCHASER hereby authorizes SELLER or the Ranch Owner Association to charge each property owner a maintenance fee of \$1 per acre owned per year with a maximum of \$600 per tract. These fees will be used to maintain the roads, easements and annual reporting necessary to operate the ROA. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting SELLER and/or the ROA such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

3. **Agriculture Exemption:** There exists Cattle Lease on the ranch which provides for Agriculture Exemption on the ranch. The Seller reserves the right to convert the exemption to a 1-D-1 Wildlife exemption and to transfer management to the ROA once established. Once the ROA is established all funds from the Cattle Lease will be managed and maintained by the ROA. The purchaser understands that in the event of a cattle lease, livestock may be present on their land and that sources of water on the land that existed when the property was purchased may be used for said livestock. If Purchaser desires to remove or alter any existing fences on their property, the ROA shall be notified in advance in order to advise the Lessee to assure control of the livestock. All wildlife feed stations and housing yards can have fencing constructed to prevent the livestock from entering these areas. Feed station fencing should be large enough such that spin feeders do not broadcast the feed outside of the fence. This will minimize livestock damage to the fencing.
 - a. A property owner may completely low fence their property to restrict cattle from entering their tract. Tract 12 is the only tract which will be allowed to high fence its perimeter since owner owns adjacent ranch which is already high fenced. All other provisions apply to this tract. The property owner is responsible for all repairs of the fence installed. The property owner must provide at least 6 months notice to the Developer or ROA prior to being excluded from an existing cattle lease which allows exclusion. NOTE: THE EDWARDS AND KINNEY COUNTY TAX OFFICE WILL BE NOTIFIED OF EXCLUSION FROM THE CATTLE LEASE CONTRACT AND IT WILL BE THE RESPONSIBILITY OF THE LAND OWNER TO NOTIFY THE TAX OFFICE SPECIFIC TO THEIR PLANS TO MAINTAIN THE 1-D-1 AG EXEMPTION OR TO QUALIFY FOR A WILD LIFE EXEMPTION. PROPERTY TAXES WILL SIGNIFICANTLY INCREASE IF AG OR WILDLIFE EXEMPTION IS NOT MAINTAINED OR OBTAINED.
 - b. The annual Maintenance fee as noted in Article 3 will be increased by an amount equivalent to what the cattle lease generates in funds on a per acre basis. The Developer or the ROA will provide the current rate on an annual basis. A prorated charge will be calculated for the year the exclusion is elected.

4. **Good Neighbor:** No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of

Texas, the County of Edwards and Kinney, if applicable, or any other governmental agency having jurisdiction thereof.

5. Water supplies: PURCHASER agrees not to impede the flow of water in existing water lines, tanks, or troughs that are on his property and provide water to other properties. The PURCHASER grants ingress and egress to persons who need to maintain said improvements and wells.
6. Residence: Not more than two residences shall be permitted on any tract unless already present at the time of purchase. One barn per residence is allowed. All residences will be connected to a state and county approved septic system. All new residences shall be constructed following all county requirements for residential construction. Travel trailers are allowed but can not be permanently affixed to the property and they must remain fully operational and current with the State tags in place. No single or double wide mobile homes are permitted. No communal residences shall be permitted.
7. Hunting and Firearms: Use of all legal firearms and Archery Equipment are allowed for hunting as long as property owners adhere to the seasons and bag limits regulated by the Texas Parks and Wildlife Department.
8. Public Road Hunting: Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads on the Kickapoo Valley Ranch.
9. Deer Feeders and Deer Stands: No deer feeder or deer stand can be located within 300 ft of a property line. Deer stands should be configured such that the angle of any shot does not potentially result in danger to any neighboring property improvements or common road area.
10. Use of Land: That the above property herein shall not be used for commercial lease hunting, day lease hunting or any manufacturing purposes.
11. Junked Motor Vehicles Prohibited: No tract shall be used as a depository for abandoned or junked motor vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character shall be kept on and tract.
12. Re-subdivision: No tract shall be re-subdivided or split without the written approval of the Owner or Association.
13. Utility Easements: Utility easements have been dedicated in accordance with the Plat and by separate recorded easement documents. No building shall be located over, under, upon or across any portion of any easement. The owner of each tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easements, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such tracts, provided, however any concrete drive, fence or similar improvement placed upon such Utility Easement by the owner shall be constructed, maintained and used at Owner's risk and,

as such, the owner of each tract subject to said Utility Easements shall be responsible for any and all repairs to the improvements which cross or are located upon such Utility Easement and repairing any damage to said improvements caused by the utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

14. Tract owners will obey all the rules and regulations as set forth by Texas Parks and Wildlife; specifically in relation to State Park known as the Kickapoo Cavern State Park which is an adjacent landowner to the East of Kickapoo Valley Ranch. Tract owners are strictly prohibited from littering, disposing of or discarding any trash or debris while on the park premises, including use of designated trash receptacles.
15. Fires: Brush burning and fireworks shall only be permitted in wet weather conditions or when the county does not have a burn ban enforced. It is the responsibility of the tract owner to verify the burn ban status with the county and is responsible for any and all damages that any fire may cause due to negligence. Guest, Contractors or subcontractors of the property owner are the responsibility of the tract owner.
16. Tract 10 known as common area will be jointly owned by all tract owners. Area and pavilion is available for the use of all tract owners. Maintenance will be the responsibility of the ROA.

DECLARANT JAY W. BALENTINE AS

AUTHORIZED DEVELOPER FOR KICKAPOO VALLEY RANCH

By: _____

SWORN TO AND SUBSCRIBED BEFORE ME, Jay W. Balentine, the undersigned authority, on this ____ day of _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____